

SETTLEMENT AGREEMENT

Settlement Agreement made this 28th day of April, by and between WOODWARD BROTHERS, INC., t/a Winston's, a District of Columbia corporation having its principal place of business at 3295 M Street, N.W., Washington, D.C. (APPLICANT), and the CITIZENS ASSOCIATION OF GEORGETOWN, a District of Columbia not-for-profit corporation having its principal office at 3222 N Street, N.W., Washington, D.C. ("PROTESTANT").

WITNESSETH:

WHEREAS, APPLICANT has applied for the renewal of a Class CT retail liquor license for a licensed establishment known as "Winstons" located at 3295 M Street, N.W., Washington, D.C. (the "Establishment"); and

WHEREAS, PROTESTANT has filed a protest in opposition to such renewal pursuant to Section 14(b) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. PROTESTANT withdraws its protest in opposition to the APPLICANT's pending application and will advise the Alcoholic Beverage Control Board of its non-opposition to said application, in consideration of and in reliance upon the commitments reflected below.

2. APPLICANT in consideration of the above-noted withdrawal agrees to the following:

2.1. APPLICANT will not sponsor or otherwise allow on the premises of the Establishment wet T-shirt contests, or events in the nature of "beefcake" contests or "cheesecake" contests. APPLICANT will not employ a "barker" or engage in any practice outside the premises which encourages passers-by to enter.

2.2. APPLICANT will use its best efforts to insure that no patrons leave the Establishment carrying alcoholic beverages.

2.3. APPLICANT will take all reasonable measures to assure that the sidewalk in front of the establishment is free from trash and litter at all times. Without limiting the generality of the foregoing sentence, APPLICANT will have a designated doorman police the sidewalk in front of the Establishment every day at the close of business and will cause the sidewalk in front of the Establishment to be swept clean each morning before 10:00 am.

2.4. APPLICANT agrees that all waitpersons will be at least 18 years of age and all bartenders will be at least 21 years of age and that all such persons will, prior to being employed, provide the documentation required by D.C. law and regulations as proof of age. APPLICANT agrees that all managers will be at least 21 years of age and that all such persons will, prior to being employed, provide the documentation required by D.C. law and regulations as proof of age, so long as consistent with laws prohibiting discrimination on grounds of age.

2.5. APPLICANT will require that, during all hours that the Establishment is open to the public, a manager be on duty who has completed the TIPS program.

2.6. APPLICANT will require that all waitpersons and bartenders receive TIPS training.

2.7. APPLICANT will employ doormen who will be instructed to require from all customers who seek admission to the Establishment and who appear to be less than 21 years of age, the documentation permitted by D.C. law and regulations as proof of age. The APPLICANT will establish a method of identification, through the use of handstamps, wristbands or otherwise, of those persons who are 21 years of age or older. APPLICANT will require all bartenders and waitpersons to establish that any person to whom they serve alcoholic beverages has the identification establishing that he or she is 21 years of age or older. APPLICANT will also establish procedures to ensure that no patron who purchases any alcoholic beverage in the Establishment allows the consumption of such alcoholic beverage by any other patron of the Establishment who is less than 21 years of age.

2.8. APPLICANT will post prominently one or more posters designed to prevent underage drinking, such as those provided free of charge by the Century Council.

2.9. APPLICANT will not present any form of live entertainment in the Establishment. APPLICANT will ensure that music or other sound generated within the Establishment will not be audible outside the Establishment.

2.10. APPLICANT will limit ingress of patrons so that at no time are there more persons on the premises than allowed by the maximum room and total occupancy requirements of D.C. law and fire regulations applicable to the Establishment.

2.11. APPLICANT will use its best efforts to control patrons waiting outside for access to the Establishment so that an orderly line is maintained without causing noise and disturbance to pedestrians or residents. APPLICANT will use its best efforts to employ off-duty D.C. police officers to supervise persons waiting to enter the Establishment, but, if the APPLICANT is not able to employ such officers, it will nevertheless employ other persons to perform this function.

(X)
2.12. APPLICANT will cause the Establishment to maintain a trash room in which trash generated by the Establishment will be stored until it is removed from the premises.

3. APPLICANT agrees that any additional terms and conditions of the license hereafter issued to APPLICANT are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein. The parties agree that any failure of APPLICANT to adhere to the terms and conditions of this Agreement would constitute grounds for the PROTESTANT to petition the Alcoholic Beverage Control Board for issuance of an order to show cause.

4. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.

5. The terms of this Agreement shall be binding upon and enforceable against the successors and assigns of the APPLICANT during the term of the license to which the Agreement applies.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

WOODWARD BROTHERS, INC.
t/a Winston, APPLICANT

By Paul Loukas
Paul Loukas, President

THE CITIZENS ASSOCIATION OF
GEORGETOWN, PROTESTANT

By Patrick H. Allen
Patrick H. Allen
Chairman, ABC Committee

#31473

#5555

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WHEREAS, PROTESTANT has filed a protest in opposition to such renewal pursuant to Section 14(b) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. PROTESTANT withdraws its protest in opposition to the APPLICANT's pending application and will advise the Alcoholic Beverage Control Board of its non-opposition to said application, in consideration of and in reliance upon the commitments reflected below.

2. APPLICANT in consideration of the above-noted withdrawal agrees to the following:

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3. APPLICANT agrees that any additional terms and conditions of the license hereafter issued to APPLICANT are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein. The parties agree that any failure of APPLICANT to adhere to the terms and conditions of this Agreement would constitute grounds for the PROTESTANT to petition the Alcoholic Beverage Control Board for issuance of an order to show cause.

4. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.

5. The terms of this Agreement shall be binding upon and enforceable against the successors and assigns of the APPLICANT during the term of the license to which the Agreement applies.

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WOODWARD BROTHERS, INC.
t/a Winston, APPLICANT

By 

Paul Loukas, President

THE CITIZENS ASSOCIATION OF
GEORGETOWN, PROTESTANT

By 

Patrick H. Allen
Chairman, ABC Committee

AGREEMENT

Advisory Neighborhood Commission 2E ("the ANC") and Woodward Brothers, Inc, t/a Rhino Bar and Pumpouse ("Applicant") agree as follows:

WHEREAS, the Applicant has applied for renewal of a Class "CT" alcoholic beverage license for the property located at 3295 M Street, NW ("the establishment"), ABC application number 5555, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The Applicant shall operate the establishment at all times in full compliance with all applicable laws of the District of Columbia and the United States of America.

2. The establishment shall have a maximum capacity of 198 persons, with no more than 124 on the first floor and 74 on the second floor. These limits shall be prominently posted in the area where they apply. The maximum capacity shall never be exceeded.

3. The Applicant shall make available hot meal service until at least two hours before closing or until 12:30 am, whichever is later. *The establishment will close at 2AM Sunday through Thursday, and 3AM Friday and Saturday.*

4. The Applicant will strictly enforce the underage drinking laws of the District of Columbia by requiring valid official identification showing age and cooperating with ABC inspectors and the police department in enforcing the law. The Applicant shall train all of its employees in the "TIPS" program or an equivalent program. *P.P. 1/23/02*

5. With the single exception noted in this paragraph, admission shall be restricted at all times when alcohol is served to those at least 21 years of age, and a sign shall be prominently posted at all public entrances announcing this policy. An exception to this policy shall be permitted on Mondays, provided that on that day: no discount is offered on alcoholic beverages; individuals of legal drinking age are clearly identified upon admission by a wristband or similar device; and all drink service is by single servings (no pitchers).

6. The Applicant shall not offer, publicize, or permit in the establishment any student discounts, "pub crawls," "ladies' nights," "men's nights," all-you-can drink for one price, or similar special promotions that encourage the excessive consumption of alcohol. For all promotions at the establishment, any discount in the price of alcoholic beverages shall be coupled with a comparable discount on non-snack food. The foregoing shall not be construed to prohibit catered events with a written contract that are not open to the general public, provided that such events include food service.

7. Notwithstanding the prohibitions of the preceding paragraph, the Applicant may continue to offer the following existing promotions only until July 1, 2002:

- a) On Tuesdays, pitchers of beer for \$2 each from 9 pm to midnight with a \$5 cover charge;
- b) On Wednesdays, open bar from 9 pm to midnight with a \$7 cover charge;
- c) On Saturdays, open bar from 9 pm to 12:30 am with a \$10 cover charge.

Furthermore, the existing promotion on Thursdays of an open bar from 9 pm until midnight with an \$8 cover charge may be continued until March 1, 2002. These exceptions are intended to allow the Applicant a reasonable period in which to revise its business plan.

8. The Applicant shall not distribute or place fliers, placards, cards and other promotional materials in the public space, or on any college or university campus, including student housing and dormitories, except with the written permission of authorized campus officials. The Applicant shall ensure that this prohibition applies to any activity conducted at the establishment. The Applicant shall not place or permit promotional fliers, placards, cards, banners or other promotional materials on or in its windows, doors, or exterior of the building without the required approvals by the Commission of Fine Arts, the Department of Consumer and Regulatory Affairs, or other appropriate agency.

9. No live entertainment shall be permitted at any time. Recorded music may be played only at volume levels that cannot be heard from the street outside the establishment.

10. The Applicant shall not place its trash or litter outside the premises in any containers that are not vermin proof, and shall insure that all legal refuse containers are emptied by a licensed garbage truck hauler every day with the possible exception of Sundays.

11. A fully licensed manager who is conversant with this agreement shall be on duty at all times that the establishment is open. A copy of this agreement shall be available for inspection at all times that the establishment is open.

12. The parties to this Agreement agree to work together to resolve matters of community concern relating to the establishment. To this end, the parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a resolution of such complaint.

13. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the ANC shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.

14. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

15. In consideration of and in reliance upon the commitments recited above, the ANC will advise the ABC Board it is withdrawing its protest to the renewal of this license.

Executed this 23rd day of January, 2001.

24503

P.R. 1/23/01

By: B. ASOS - Gen. Mgr.
Spirous Loukas, President
Woodward Brothers, Inc.

By: Peter Pulsifer
ADVISORY NEIGHBORHOOD COMMISSION 2E
Peter Pulsifer, Chairman

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Woodward Brothers, Inc.

t/a Rhino Bar and Pumphouse

Application for a Retailer's Class

CT License (renewal)

at premises

3295 M Street, N.W.

Washington, D.C.

Case no. ⁵⁵⁵⁵~~555~~-01/030P

Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E,
Protestant

Dimitri P. Mallios, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on March 21, 2001, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, filed opposition in a timely manner.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated January 23, 2001, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.^{1/}

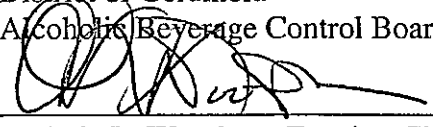
^{1/} The agreement was dated incorrectly. The correct date is January 23, 2002.

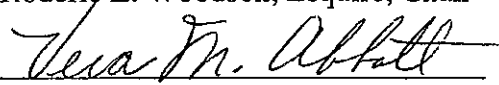
Woodward Brothers, Inc.
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Page two

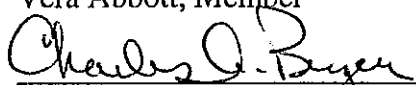
Accordingly, it is this 13th day of February 2002, **ORDERED** that:

1. The opposition of Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, be, and the same hereby, is **WITHDRAWN**;
2. The application of Woodward Brothers, Inc. t/a Rhino Bar and Pumphouse, for a retailer's class CT license (renewal) located at 3295 M Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby is, **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant's Attorney.

District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair

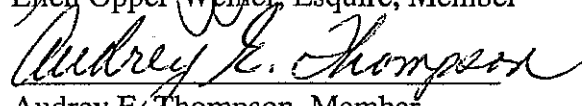

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